

Source of Title

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Instrument No. 20170228000069480

After Recording Return To:

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Recording Department

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Dallas, Texas 75251

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Loan No.: 0829409259

Investor Loan No.: 0232600065

FHA Case No.: 013-0019699

PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on September 5th, 2023. The Mortgagor is JAMES C FULLER and KIMBERLY D FULLER, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, MARRIED, whose address is 228 BUSH DR, WILSONVILLE, Alabama 35186 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of sixteen thousand eight hundred nine and 22/100 Dollars (U.S. \$16,809.22). This debt is evidenced by Borrower's note dated the same date as this Security Instrument; ("Note"), which provides for the full debt, if not paid earlier, due and payable on July 1st, 2052. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 2 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender the following described property located in SHELBY County, Alabama.

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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 228 BUSH DR, WILSONVILLE, Alabama 35186.

("Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.

2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

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4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 4. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph or Applicable Law.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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9. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

9/25/23
Date

James C Fuller (Seal)
JAMES C FULLER -Borrower

9/25/23
Date

Kimberly D Fuller (Seal)
KIMBERLY D FULLER -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

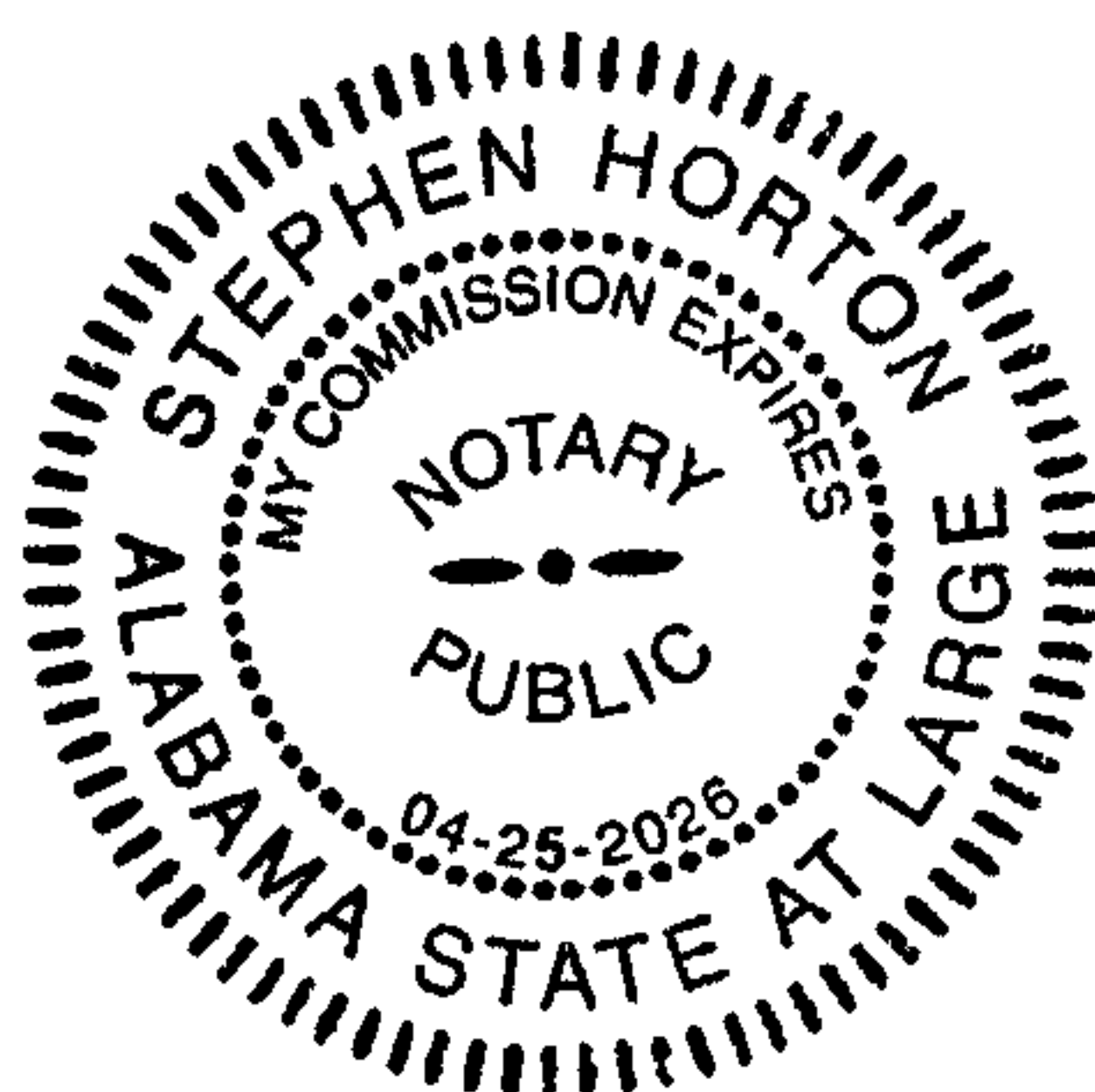
[Space Below This Line for Acknowledgment]

State of Alabama §
County of Shelby §

I, Stephen Horton, Notary Public [name and style of officer], hereby certify that JAMES C FULLER and KIMBERLY D FULLER

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 25 day of September, 2023 A.D.

(Seal)



Step Horton
Notary Signature

Notary Public
Style of Officer

My Commission Expires: April 25, 2026

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

TRACT I:

COMMENCE AT THE NW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 1 EAST AND RUN EAST ALONG THE NORTH LINE THEREOF 376.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE 452.05 FEET; THENCE 89 DEGREES 59 MINUTES 53 SECONDS RIGHT AND RUN 696.00 FEET; THENCE 90 DEGREES 00 MINUTES 07 SECONDS RIGHT AND RUN 450.20 FEET; THENCE 89 DEGREES 50 MINUTES 06 SECONDS RIGHT AND RUN 696.00 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

ACCORDING TO THE SURVEY OF THOMAS E. SIMMONS, LS12945, DATED DECEMBER 31, 1991.

TRACT II:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 1 EAST THENCE PROCEED IN A SOUTHERLY DIRECTION ALONG THE EAST BOUNDARY OF SAID SECTION FOR 1324.93 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4; SECTION 1, TOWNSHIP 21 SOUTH, RANGE 1 EAST; THENCE TURN AN ANGLE OF 90 DEGREES 04 MINUTES 37 SECONDS TO THE RIGHT AND RUN ALONG THE SOUTH BOUNDARY OF SAID 1/4-1/4 SECTION FOR 500.94 FEET TO A POINT THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND RUN 210.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE IN THE SAME DIRECTION FOR 210.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES LEFT AND RUN 210.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES LEFT AND RUN 210.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES LEFT AND RUN 210.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS LYING IN THE NE 1/4 OF NE 1/4, SECTION 1, TOWNSHIP 21 SOUTH, RANGE 1 EAST SITUATED IN SHELBY COUNTY, ALABAMA.

ALSO, CONVEYED:

BEGINNING AT THE NORTHEAST CORNER OF ABOVE TRACT II AND RUN NORTH ALONG AN EXTENSION OF THE EAST LINE OF TRACT II 215.51 FEET THENCE TURN LEFT 90 DEGREES 00 MINUTES AND RUN WEST TO THE CENTER OF AN UNNAMED DIRT ROAD; THENCE TURN LEFT AND RUN SOUTHERLY ALONG THE CENTERLINE OF SAID UNNAMED DIRT ROAD A DISTANCE OF 215 FEET, MORE OR LESS, TO A POINT DUE WEST OF THE NORTHWEST CORNER OF TRACT II; THENCE TURN LEFT AND RUN EAST ALONG THE NORTH LINE OF TRACT II AN EXTENSION THEREOF A DISTANCE OF 220 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; ALSO, BEGINNING AT THE SOUTHWEST CORNER OF TRACT II AND RUN WEST A DISTANCE OF 40 FEET; THENCE TURN RIGHT AND RUN NORTH A DISTANCE OF 30

FEET, MORE OR LESS, TO THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE CONTINUE NORTHERLY ALONG THE CENTERLINE OF SAID UNNAMED DIRT ROAD TO A POINT DUE WEST OF THE NORTHWEST CORNER OF TRACT II; THENCE TURN RIGHT AND RUN EAST A DISTANCE OF 10 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TRACT II; THENCE TURN RIGHT AND RUN SOUTH ALONG THE WEST LINE OF TRACT II, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING. SITUATED IN THE NE 1/4 OF NE 1/4, SECTION 1, TOWNSHIP 21 SOUTH, RANGE 1 EAST SHELBY COUNTY, ALABAMA.

Parcel ID:20 1 01 1 001 005.000; 20 1 01 1 001 018.001;

Commonly known as 228 Bush Dr, Wilsonville, AL 35186
However, by showing this address no additional coverage is provided



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/29/2023 09:26:24 AM
\$38.00 JOANN
20230929000291300

Allen S. Bayl